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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

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				W.E. DAV
UCC FINANCING STATEMENT AMEND	MENT			
OLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional]				
B. SEND ACKNOWLEDGMENT TO: (Name and Address)				
Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703				
CT Li	en Ref #: 283816			
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CONTINUATION: Effectiveness of the Financing Statement identifier continued for the additional period provided by applicable law.	d above with respect to security interest(s) of the	of the Secured F	Party authorizing this 7	ermination Statemer
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ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b AMENDMENT (PARTY INFORMATION): This Amendment affects Also chark one of the following library.		name of assignor i	in item 9.	
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6b. INDIVIDUAL'S LAST NAME	EIRET NAME			
	FIRST NAME	MIDDLE	NAME	SUFFIX
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75. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE	NAME	SUFFIX
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ME OF SECURED PARTY OF RECORD AUTHORIZING THIS AM a collateral or adds the authorizing Debtor, or if this is a Termination authorized ORGANIZATION'S NAME OF Capital Dublic Times	ENDMENT (name of assignor, if this is an Assignor	ment). If this is an	Amendment authorize	d by a Debtor which
ORGANIZATION'S NAME GE Capital Public Finance, Inc.	and enter name of DE	BTOR authorizi	ng this Amendment.	, = =5500 Will(1)
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UCC FINANCING STATEMENT AMEN	DMFNT			
FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER (optional)				
B. SEND ACKNOWLEDGMENT TO: (Name and Address)				
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by applicable law.	secondy interest(s) of the S	ecured Party authorizin	g this Continuation	n Statement is
ASSIGNMENT (full or partial): Give name of assignee in item 7a of AMENDMENT (PARTY INFORMATION): This Amendment of the control	or 7b and address of assignee in item 7c; and also give no	ame of assigner in its-		
		Only one of these torri	1.	
Also check one of the following three boxes and provide appropriate inform CHANGE name and/or address: Give current record name in the Change	nation in items 6 and/or 7.	with or these two bo	xes.	
CHANGE name and/or address: Give current record name in item 6a name (if name change) in item 7a or 7b and/or new address (if addres CURRENT RECORD INFORMATION:	or 6b; also give new as change) in item 7c. DELETE name: Give record to be deleted in item 6a or 6	name ADD nam	ne: Complete item	17a or 7h and -1
68. ORGANIZATION'S NAME	a or golesen iti neur pa or 6	o. Litem 7c	also complete item	7a or 7b, and als 1s 7d-7g (if applic

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EXHIBIT A TO UCC FINANCING STATEMENT

DEBTOR: FUTURE ELECTRONICS DISTRIBUTION CENTER, LP 4150 OLD AIRWAYS BOULEVARD SOUTHAVEN, MS 38671

SECURED PARTY: GE CAPITAL PUBLIC FINANCE, INC. SUITE 470 8400 NORMANDALE LAKE BLVD. MINNEAPOLIS, MN 55437

(I) THE PROPERTY (AS DEFINED BELOW), (II) THE EQUIPMENT (AS DEFINED BELOW), (III) ALL GENERAL INTANGIBLES, SOFTWARE INTANGIBLES AND OTHER PROPERTY RELATING THERETO, (IV) ALL WAREHOUSE RECEIPTS, BILLS OF LADING AND OTHER DOCUMENTS OF TITLE NOW OR HEREAFTER COVERING ANY OF THE FOREGOING PROPERTY, (V) ALL SECURITIES, FUNDS, MONEYS, DEPOSITS AND OTHER PROPERTY AT ANY TIME HELD IN OR SUBJECT TO THE ESCROW FUND (AS DEFINED IN THE LOAN AGREEMENT), (VI) ALL ACCESSIONS THERETO, (VII) ALL ACCESSORIES, ATTACHMENTS, PARTS, EQUIPMENT AND REPAIRS NOW OR HEREAFTER ATTACHED OR AFFIXED TO OR USED IN CONNECTION WITH ANY OF THE FOREGOING PROPERTY, (VIII) ALL SUBSTITUTIONS FOR ANY OF THE FOREGOING PROPERTY AND (IX) ALL PRODUCTS AND PROCEEDS OF ANY OF THE FOREGOING PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY PROPERTY OF BORROWER ACQUIRED WITH SUCH PROCEEDS).

"EQUIPMENT" AS DEFINED IN THE AMENDED AND RESTATED LOAN AGREEMENT DATED AS OF DECEMBER 1, 2004 (THE "LOAN AGREEMENT") AMONG GE CAPITAL PUBLIC FINANCE, INC., AS LENDER ("LENDER"), MISSISSIPPI BUSINESS FINANCE CORPORATION, AS ISSUER ("ISSUER"), AND FUTURE ELECTRONICS DISTRIBUTION CENTER, LP, AS BORROWER ("BORROWER"), TOGETHER WITH ALL AMENDMENTS AND SUPPLEMENTS THERETO, MEANS THE EQUIPMENT, GOODS AND OTHER PERSONAL PROPERTY FINANCED OR REFINANCED WITH THE PROCEEDS OF THE "LOAN" AND THE "BOND" (BOTH AS DEFINED IN THE LOAN AGREEMENT) AND THE PROPERTY IDENTIFIED ON SCHEDULE 1 ATTACHED HERETO AND MADE A PART HEREOF.

"PROPERTY" AS DEFINED IN THE LOAN AGREEMENT AND THE DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING DATED AS OF DECEMBER 1, 2003, AS AMENDED BY THE FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING DATED AS OF DECEMBER 1, 2004, BY BORROWER IN FAVOR OF THE DEED TRUSTEE NAMED THEREIN FOR THE BENEFIT OF LENDER MEANS:

ALL OF BORROWER'S ESTATE, RIGHT, TITLE AND INTEREST, NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING ANY REVERSION OR REMAINDER INTEREST, IN THE REAL PROPERTY LOCATED IN THE CITY OF SOUTHAVEN, COUNTY OF DESOTO, STATE OF MISSISSIPPI DESCRIBED ON EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN INCLUDING ALL HERETOFORE

01-648627.2

OR HEREAFTER VACATED ALLEYS AND STREETS ABUTTING THE PROPERTY, AND ALL EASEMENTS, RIGHTS, APPURTENANCES, TENEMENTS, HEREDITAMENTS, RENTS, ROYALTIES, MINERAL, OIL AND GAS RIGHTS AND PROFITS, WATER, WATER RIGHTS, AND WATER STOCK APPURTENANT TO THE PROPERTY (COLLECTIVELY "PREMISES");

TOGETHER WITH ALL OF BORROWER'S ESTATE, RIGHT, TITLE AND INTEREST, NOW OWNED OR HEREAFTER ACQUIRED, IN, UNDER AND TO:

- ALL BUILDINGS, STRUCTURES, IMPROVEMENTS, PARKING AREAS, LANDSCAPING, SOFTWARE INTANGIBLES, FIXTURES AND ARTICLES OF PROPERTY NOW OR HEREAFTER ERECTED ON, ATTACHED TO, OR USED OR ADAPTED FOR USE IN THE OPERATION OF THE PREMISES; INCLUDING BUT WITHOUT BEING LIMITED TO, ALL HEATING, AIR CONDITIONING AND INCINERATING APPARATUS AND EQUIPMENT; ALL BOILERS, ENGINES, MOTORS, DYNAMOS, GENERATING EQUIPMENT, PIPING AND PLUMBING FIXTURES, WATER HEATERS, RANGES, COOKING APPARATUS AND MECHANICAL KITCHEN EQUIPMENT, REFRIGERATORS, FREEZERS, COOLING, VENTILATING, SPRINKLING AND VACUUM CLEANING SYSTEMS, FIRE EXTINGUISHING APPARATUS, GAS AND ELECTRIC FIXTURES, CARPETING, FLOOR COVERINGS, UNDERPADDING, ELEVATORS, ESCALATORS, PARTITIONS, MANTELS, BUILT-IN MIRRORS, WINDOW SHADES, BLINDS, DRAPERIES, SCREENS, STORM SASH, AWNINGS, SIGNS, FURNISHINGS OF PUBLIC SPACES, HALLS AND LOBBIES, AND SHRUBBERY AND PLANTS, AND INCLUDING ALSO ALL INTEREST OF ANY OWNER OF THE PREMISES IN ANY OF SUCH ITEMS HEREAFTER AT ANY TIME ACQUIRED UNDER CONDITIONAL SALE CONTRACT, CHATTEL MORTGAGE OR OTHER TITLE RETAINING OR SECURITY INSTRUMENT, ALL OF WHICH PROPERTY MENTIONED IN THIS CLAUSE (A) SHALL BE DEEMED PART OF THE REALTY COVERED BY THIS INSTRUMENT AND NOT SEVERABLE WHOLLY OR IN PART WITHOUT MATERIAL INJURY TO THE FREEHOLD OF THE PREMISES (ALL OF THE FOREGOING TOGETHER WITH REPLACEMENTS AND ADDITIONS THERETO ARE REFERRED TO HEREIN AS "IMPROVEMENTS");
- (B) ALL COMPENSATION, AWARDS, DAMAGES, RIGHTS OF ACTION AND PROCEEDS, INCLUDING INTEREST THEREON AND/OR THE PROCEEDS OF ANY POLICIES OF INSURANCE THEREFOR, ARISING OUT OF OR RELATING TO A (I) TAKING OR DAMAGING OF THE PREMISES OR IMPROVEMENTS THEREON BY REASON OF ANY PUBLIC OR PRIVATE IMPROVEMENT, CONDEMNATION PROCEEDING (INCLUDING CHANGE OF GRADE), SALE OR TRANSFER IN LIEU OF CONDEMNATION, OR FIRE, EARTHQUAKE OR OTHER CASUALTY, OR (II) ANY INJURY TO OR DECREASE IN THE VALUE OF THE PREMISES OR THE IMPROVEMENTS FOR ANY REASON WHATSOEVER;
- (C) RETURN PREMIUMS OR OTHER PAYMENTS UPON ANY INSURANCE ANY TIME PROVIDED WITH RESPECT TO THE PREMISES, IMPROVEMENTS AND OTHER COLLATERAL DESCRIBED HEREIN FOR THE BENEFIT OF OR NAMING

LENDER, AND REFUNDS OR REBATES OF TAXES OR ASSESSMENTS ON THE PREMISES;

- (D) ALL WRITTEN AND ORAL LEASES AND RENTAL AGREEMENTS, (INCLUDING EXTENSIONS, RENEWALS AND SUBLEASES; ALL OF THE FOREGOING SHALL BE REFERRED TO COLLECTIVELY HEREIN AS THE "LEASES") NOW OR HEREAFTER AFFECTING THE PREMISES, INCLUDING, WITHOUT LIMITATION, ALL RENTS, ISSUES, PROFITS AND OTHER REVENUES AND INCOME THEREFROM AND FROM THE RENTING, LEASING OR BAILMENT OF IMPROVEMENTS AND EQUIPMENT, ALL GUARANTIES OF TENANTS' PERFORMANCE UNDER THE LEASES, ALL LETTER OF CREDIT RIGHTS AND OTHER SUPPORTING OBLIGATIONS ASSOCIATED WITH THE LEASES AND ALL RIGHTS AND CLAIMS OF ANY KIND THAT BORROWER MAY HAVE AGAINST ANY TENANT UNDER THE LEASES OR IN CONNECTION WITH THE TERMINATION OR REJECTION OF THE LEASES IN A BANKRUPTCY OR INSOLVENCY PROCEEDING; AND THE LEASEHOLD ESTATE IN THE EVENT THIS INSTRUMENT IS ON A LEASEHOLD;
- PLANS, (E) SPECIFICATIONS, DOCUMENTS, AGREEMENTS RELATING TO THE DESIGN OR CONSTRUCTION OF THE IMPROVEMENTS; BORROWER'S RIGHTS UNDER ANY PAYMENT, PERFORMANCE, OR OTHER BOND IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF THE IMPROVEMENTS; ALL LANDSCAPING AND CONSTRUCTION MATERIALS, SUPPLIES, AND EQUIPMENT USED OR TO BE USED OR CONSUMED IN CONNECTION WITH CONSTRUCTION OF THE IMPROVEMENTS, WHETHER STORED ON THE PREMISES OR AT SOME OTHER LOCATION; AND CONTRACTS, AND **PURCHASE** ORDERS WITH SUBCONTRACTORS, SUPPLIERS, AND MATERIALMEN INCIDENTAL TO THE CONTRACTORS, DESIGN OR CONSTRUCTION OF THE IMPROVEMENTS;
- (F) ALL CONTRACTS, DOCUMENTS, ACCOUNTS, DEPOSIT ACCOUNTS, RIGHTS, CLAIMS OR CAUSES OF ACTION PERTAINING TO OR AFFECTING THE PREMISES OR THE IMPROVEMENTS, INCLUDING, WITHOUT LIMITATION, ALL OPTIONS OR CONTRACTS TO ACQUIRE OTHER PROPERTY FOR USE IN CONNECTION WITH OPERATION OR DEVELOPMENT OF THE PREMISES OR IMPROVEMENTS, PROMISSORY NOTES, MANAGEMENT CONTRACTS, SERVICE OR SUPPLY CONTRACTS, DEPOSITS, BANK ACCOUNTS, GENERAL INTANGIBLES (INCLUDING WITHOUT LIMITATION TRADEMARKS, TRADE NAMES, SYMBOLS AND PAYMENT INTANGIBLES), PERMITS, LICENSES, FRANCHISES AND CERTIFICATES, AND ALL COMMITMENTS OR AGREEMENTS, NOW OR HEREAFTER IN EXISTENCE, INTENDED BY THE OBLIGOR THEREOF TO PROVIDE BORROWER WITH PROCEEDS TO SATISFY THE LOAN EVIDENCED HEREBY OR IMPROVE THE PREMISES OR IMPROVEMENTS, AND THE RIGHT TO RECEIVE ALL PROCEEDS DUE UNDER SUCH COMMITMENTS OR AGREEMENTS INCLUDING REFUNDABLE DEPOSITS AND FEES;

- (G) ALL BOOKS, RECORDS, SURVEYS, REPORTS AND OTHER DOCUMENTS RELATED TO THE PREMISES, THE IMPROVEMENTS, THE LEASES, OR OTHER ITEMS OF COLLATERAL DESCRIBED HEREIN; AND
- (H) ALL ADDITIONS, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, PROCEEDS AND PRODUCTS OF THE REAL AND PERSONAL PROPERTY, TANGIBLE AND INTANGIBLE, DESCRIBED HEREIN.

THE PREMISES, THE IMPROVEMENTS, THE LEASES AND ALL OF THE REST OF THE FOREGOING PROPERTY ARE HEREIN REFERRED TO AS THE "PROPERTY." NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE TERM "PROPERTY" DOES NOT INCLUDE ANY EQUIPMENT OR TRADE FIXTURES OF BORROWER OTHER THAN THE "EQUIPMENT" AS DEFINED ABOVE.

BORROWER HAS WAIVED ANY RIGHT THAT IT MAY HAVE TO FILE WITH THE APPLICABLE FILING OFFICER ANY FINANCING STATEMENT, AMENDMENT, TERMINATION OR OTHER RECORD PERTAINING TO THE PROPERTY AND THE EQUIPMENT AND/OR LENDER'S INTEREST THEREIN, UNLESS AND UNTIL ALL OF THE OBLIGATIONS UNDER THE LOAN AGREEMENT.

EXHIBIT B TO UCC FINANCING STATEMENT

DEBTOR: FUTURE ELECTRONICS DISTRIBUTION CENTER, LP 4150 OLD AIRWAYS BOULEVARD SOUTHAVEN, MS 38671

SECURED PARTY: GE CAPITAL PUBLIC FINANCE, INC. SUITE 470 8400 NORMANDALE LAKE BLVD. MINNEAPOLIS, MN 55437

THE NAME AND ADDRESS OF THE RECORD OWNER ARE:

FUTURE ELECTRONICS DISTRIBUTION CENTER, LP 4150 OLD AIRWAYS BOULEVARD SOUTHAVEN, MS 38671

THE LEGAL DESCRIPTION OF THE REAL ESTATE IS:

BEING A SURVEY OF LOT 5 OF THE DESOTO CENTER BUSINESS PARK SUBDIVISION AS RECORDED IN PLAT BOOK 80, PAGE 27 AT THE CHANCERY COURT CLERKS OFFICE IN HERNANDO, DESOTO COUNTY, MISSISSIPPI, LOCATED IN THE EAST HALF OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 8 WEST AND THE WEST HALF OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAID POINT BEING 17.2 FEET SOUTH OF THE PHYSICAL CENTERLINE OF COLLEGE DRIVE; THENCE ALONG SAID SECTION LINE, NO3°38'50"E A DISTANCE OF 346.48 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SECTION LINE ALONG THE APPROXIMATE CENTERLINE OF AN UNNAMED CREEK N86°21'27"W A DISTANCE OF 45.60 FEET TO A POINT; THENCE CONTINUING ALONG SAID CENTERLINE N72°07'34"W A DISTANCE OF 156.53 FEET TO A POINT; THENCE CONTINUING ALONG SAID CENTERLINE N68°10'52"W A DISTANCE OF 166.65 FEET TO A POINT; THENCE CONTINUING ALONG SAID CENTERLINE N72°31'03"W A DISTANCE OF 89.44 FEET TO A POINT ON THE EAST LINE OF OLD AIRWAYS ROAD (100 FOOT RIGHT-OF-WAY); THENCE LEAVING SAID CENTERLINE ALONG SAID EAST LINE N04°11'33"W A DISTANCE OF 535.97 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AN ARC LENGTH OF 51.28 FEET (CHORD OF N44°46'25"E-45.26 FEET) TO A POINT OF TANGENCY, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF A PROPOSED PUBLIC ROADWAY (68 FOOT RIGHT-OF-WAY); THENCE ALONG SAID

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SOUTH LINE S86°15'38"E A DISTANCE OF 1526.76 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AN ARC LENGTH OF 47.12 FEET (CHORD OF S41°15'38"E - 42.43 FEET) TO A POINT OF TANGENCY ON THE WEST LINE OF PROPOSED AIRWAYS BOULEVARD; THENCE ALONG SAID WEST LINE S03°44'22"W A DISTANCE OF 719.41 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF LOT 4 OF SAID DESOTO CENTER BUSINESS PARK SUBDIVISION; THENCE LEAVING SAID WEST LINE, ALONG THE NORTH LINE OF SAID LOT 4, N87°20'39"W A DISTANCE OF 807.86 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE WEST LINE OF SAID LOT 4 S03°44'22"W A DISTANCE OF 150.76 FEET TO A POINT; THENCE LEAVING SAID WEST LINE ALONG THE APPROXIMATE CENTERLINE OF SAID UNNAMED CREEK N37°04'39"W A DISTANCE OF 11.68 FEET TO A POINT; THENCE CONTINUING ALONG SAID CENTERLINE N56°03'57"W A DISTANCE OF 50.96 FEET TO A POINT; THENCE CONTINUING ALONG SAID CENTERLINE N67°26'54"W DISTANCE OF 62.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID CENTERLINE N55°53'31"W A DISTANCE OF 40.42 FEET TO A POINT; THENCE CONTINUING ALONG SAID CENTERLINE N37°58'12"W A DISTANCE OF 47.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID CENTERLINE N23°17'40"W A DISTANCE OF 125.22 FEET TO A POINT; THENCE CONTINUING ALONG SAID CENTERLINE N42°40'07"W A DISTANCE OF 25.86 FEET TO A POINT; THENCE CONTINUING ALONG SAID CENTERLINE N86°21'27"W A DISTANCE OF 9.92 FEET TO THE POINT OF BEGINNING.

SCHEDULE 1 TO UCC FINANCING STATEMENT

INVESTMENT BREAKDOWN FOR TOTAL TURN KEY MATERIAL HANDLING SYSTEM

Mini Load (OPS) Storage Conveyors

Mini Load (OPS) Storage Cranes

Mini Load (OPS) Storage Racks (Steel works)

Mini Load Plastic Non ESD Totes

Pallet Load Conveyors

Pallet Load Cranes

Pallet Load Racks

Pallet Load Slave Pallets and dollies etc for

Witron

Work stations for all areas

Conveyors related to all work stations

Installations of equipment and PLCs

Hardware Systems and Software networks

Software and commissioning

Mezzanines and bldg. Related interface